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Where a municipal corporation has the power to let a contract for the construction of a sewer, and it enters into such a contract with competent contractors, doing an independent business, they are not the servants or agents of the city, and the city is not liable for their negligence even when it reserves the right to change, inspect, and supervise to the extent necessary to procure the result intended by the contract, provided the plan is reasonably safe, the work is lawful, is not a nuisance when completed, and there is no interference therewith by municipal officers which results in injury. *Uppington v. City of New York*, 165 N. Y., 222, The case of *Engler v. City of Seattle*, 40 Wash., 72, holds that a contractor with a city for the construction of a street improvement is an independent contractor, though the city engineer has the right to superintend the work; and an employee of the contractor is not a servant of the city, and it is not liable for an injury received by him while at work in a dangerous place. The power of superintendence does not affect the relation of an independent contractor. But *Schumacher v. City of New York*, 57 N. Y. Supp., 968, holds that a city is liable for injuries caused by the negligent performance of work by one acting under a contract with it, where it reserves to itself the right to direct the manner of performance. And in *City of Chicago v. Murdoch*, 72 N. E., 46, it is held that where a city's contract for the construction of a tunnel provided that all labor performed should be subject to the inspection of the commissioner of public works, the city was liable for negligence of an independent contractor in doing the work. And *Dunstan v. City of New York*, 86 N. Y. Supp., 562, says, a city is liable for damages caused by the escape of water from pipes negligently permitted to remain in a leaky condition after reasonable notice to the city of the condition, although it was caused primarily by the negligence of an independent contractor, for whose acts the city was not responsible. However *Ege v. Phoenix Brick and Construction Co.*, 94 S. W., 999, holds that the fact that a contract for a street improvement gave the city engineer authority to direct at what point the work should commence, to see that it was done properly, and provided that if anyone employed on the work should refuse to obey the engineer he should be discharged, did not render the contractor the servant or agent of the city, hence the city was not liable for negligence of the contractor. And *Ginther v. Yorkville Borough*, 3 Pa. Super. Ct., 503, holds, that a municipality is not liable for the negligent performance of a contract by an independent contractor resulting in injury to the property of a citizen even if the work is done under the direction of an official authorized to inspect it who is vested with all powers necessary to secure compliance with the contract, payment even being conditional on his approval of the work. See *Cary v. City of Chicago*, 60 Ill. App., 341, and *Hookey v. Oakdale Borough*, 5 Pa. Super. Ct., 404.

MUNICIPAL CORPORATIONS—STREETS—OBSTRUCTIONS—LIMITATIONS.

SMITH v. ADAMS, 92 N. E., 760 (MASS.). *Held*, that steps maintained within the limits of a street for over forty years may not be removed by the public authorities.

The municipality has no power to authorize a stairway or other projection into the street, to the detriment of the travelling public. *Pettis v. Johnson*, 56 Ind., 139. Temporary or small encroachments are held to be properly permitted under certain restrictions, where authorized by and not in conflict with statutory or charter provisions. *Wyman v. Village of St. Johns*, 100 Mich., 571. Where a fence was erected within a street and was so maintained for thirty years, the city is estopped to deny that such fence is not the true boundary line. *City of Joliet v. Werner*, 166 Ill., 34. Yet where an obstruction was originally built under a claim of right, and had existed for ten years, the city is not estopped in an action to remove it. *City of Waterloo v. Union Mill Co.*, 72 Iowa, 437. And neither a city's acquiescence in an obstruction, or laches in resorting to legal remedies, to remove it, not the doctrine of equitable estoppel, nor prescription, can defeat the right of the city to maintain a suit in equity to remove the obstruction. *Webb v. City of Demopolis*, 95 Ala., 116.

NUISANCE—NATURE OF INJURY FROM.—*ROBINSON v. DALE*, 131 S. W., 308 (TEX.).—*Held*, that because the value of a person's property may be decreased, or because the risk to the property from fire is increased, by the structures necessary for the operation of a business, this does not render the business a nuisance.

The law is settled, on sound reasons, that the mere fact of the diminution of the value of complainant's property, or the increased risks from the hazards of fire, occasioned by a structure erected by a defendant near the complainant's premises, without more, is unavailing as a ground of equitable relief. 2 Story's Eq. Jur., 925; *Rhodes v. Dunbar*, 57 Pa., 274; *Gallagher v. Flury*, 99 Md., 181. For this is one of many risks and discomforts naturally incident to city life, which persons of prudence can not fail to reasonably anticipate. *Ray v. Lyons*, 10 Ala., 63. And it is a general rule that when the thing complained of is not a nuisance *per se*, but may become so, according to circumstances, and the injury apprehended is eventful or contingent, equity will not interfere; the presumption being that a person entering upon a legitimate business will conduct it in a proper way so that it will not constitute a nuisance. *Chambers v. Cramer*, 49 W. Va., 395. Anticipation of injuries is not sufficient grounds to justify an injunction, unless it appears that the party threatens or intends to conduct the business so as to constitute a nuisance *per se*. *Bowen v. Mauzy*, 117 Ind., 258. But this intention must be proved beyond a doubt. *Bell v. Riggs*, 38 La. Ann., 555. For it is a just sequence of the maxim, *Sic utere tuo ut alienum non laedas*. *Campbell v. Seaman*, 63 N. Y., 568.

PARTNERSHIP—ACCOUNTING—RIGHT TO.—*WESTWOOD v. CRISSEY*, 124 N. Y. SUPP., 97.—*Held*, that plaintiff having formulated an enterprise to be conducted under a partnership agreement, whereby one of his associates with the other's knowledge undertook to indorse plaintiff's notes to enable him to furnish his share of the advances necessary to be made by the firm, is entitled to a fair proportion of the profits, though his associates purported to expel him from the firm for non payment of his